

# CEFCU<sup>®</sup> VISA<sup>®</sup> PLATINUM AND PLATINUM REWARDS

# CARDHOLDER AGREEMENT

P.O. BOX 1715 • PEORIA, ILLINOIS 61656-1715

MEMBER SERVICE

1-800-633-7077

(309) 633-7000

1004 10/15/10

## CEFCU VISA PLATINUM AND PLATINUM REWARDS CARDHOLDER AGREEMENT

### ACCEPTANCE OF THIS AGREEMENT

This CEFCU<sup>®</sup> VISA<sup>®</sup> Platinum and Platinum Rewards Cardholder Agreement ("this agreement") contains the terms and conditions which govern your CEFCU Platinum or Platinum Rewards VISA Credit Card and account. This agreement replaces all earlier agreements related to the Card and account. Please read the entire agreement and keep it for your records.

Throughout this agreement, the word "Card" means the CEFCU Platinum or Platinum Rewards VISA Credit Card(s) issued by CEFCU to you. The word "Card" also includes any other access devices, such as account numbers and Convenience Checks that we have issued to permit you to obtain credit under this agreement. The primary cardholder's account number may differ from the other cardholder(s) account number(s), but all are part of the same account. We may issue Cards to renew your current Card or substitute and replace it with a different type of Card if your current type of Card is discontinued or for other reasons. The word "Card" also includes any renewal or substitute Card.

Throughout this agreement, the words "we", "us", "our" and "CEFCU" mean Citizens Equity First Credit Union, the issuer of your Card and account. The words "you" and "your" mean the primary cardholder, any other cardholder(s) and any person who has been authorized by you to receive and use the Card.

If at your request, we used your account to issue supplementary Cards to others, "you" will also mean each one of you. All of you individually and together agree to be bound by this agreement. In addition, this agreement will be binding on your personal and legal representatives.

Please sign the back of your Card when you receive it. You will be bound by this agreement even if you don't sign your Card. If we have issued a Card to you; provided you with a renewal or replacement Card; or provided you with Convenience Checks, and you keep or use the Card or Convenience Checks, it means that you understand and agree to be bound by the terms of this agreement. Your application for a Card and all other disclosure documents which we provide to you form an integral part of this agreement.

### USING YOUR ACCOUNT

Provided that your account is in good standing, you may draw on it by using your Card, by use of your Card together with your Personal Identification Number (PIN), by use of your account number without presenting your Card or by use of a CEFCU VISA Convenience Check provided you by CEFCU ("Convenience Check(s)" and/or other access devices included in the word "Card" when referring herein collectively to the access devices that we have issued to permit you to obtain credit under this agreement) wherever the Card or Convenience Checks are accepted or by Balance Transfers we allow or by Overdraft Protection we approve and up to the maximum amount we have set as your credit limit. We are not responsible for refusal by anyone to accept your Card or Convenience Check. You promise to use your account only for valid and lawful transactions. You agree not to use your account for internet gambling transactions or any illegal purpose or illegal transaction. Any such use by you will constitute (i) a waiver by you of any right to sue CEFCU respecting any such gambling transaction, illegal purpose or illegal transaction by you and (ii) your agreement to indemnify and hold CEFCU free and harmless from and against any suits or other legal action or liability, directly or indirectly, resulting from such gambling transaction, illegal purpose or illegal transaction by you. It is not our responsibility to make sure that you use your account only for permissible transactions, and you will remain responsible for paying for a transaction even if it is not permissible. You authorize us to pay for and charge your account for all transactions made on your account.

### Types Of Transactions

- Purchases: You may use your Card to pay for goods or services.
- Convenience Checks: We may provide you with Convenience Checks as a way to use your account. All transactions using Convenience Checks will be treated as Cash Advances and will be subject to the terms of this agreement that apply to Cash Advances unless you are notified otherwise in a written notice from CEFCU at the time we provide you with the Convenience Checks. All Convenience Checks issued prior to November 30, 2009, will be treated as Cash Advances and will be subject to the terms of this Agreement that apply to Cash Advances. Convenience Checks must be ordered through CEFCU. Only a person whose name is printed on a Convenience Check may sign it. All Convenience Checks must be written in U.S. Dollars. CEFCU will not certify a Convenience Check. CEFCU is entitled to return a Convenience Check unpaid if there is not enough available credit on your account to pay it, if you are in default under this agreement, if your Card or Convenience checks have been reported lost or stolen, if the Convenience Check is post-dated (shows a future date), or if the Convenience Check was not ordered through CEFCU. An interest charge will be imposed from the date a Convenience Check is posted to your account until the date it is fully paid. A Convenience Check cannot be used to make a payment on your account. Convenience Checks issued prior to January 1, 2009, will no longer be accepted.

- **Cash Advances:** You may use your Card together with a PIN to obtain Cash Advances at any Automated Teller Machine (ATM) that allows you to use the Card. You may also obtain Cash Advances from financial institutions, businesses or merchants that accept the Card. If your Card is used to obtain a Cash Advance, you are deemed to have authorized the transaction. If you use the Card to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges; or to obtain lottery tickets, casino gaming chips, race track wagers or similar gambling transactions, these transactions will be treated as Cash Advances.
- **Balance Transfers:** You may transfer balances from other accounts or loans with other credit card issuers or other lenders to your Card, or other Balance Transfers we allow. But you may not transfer balances to your Card from other accounts with us. If a portion of a requested balance transfer will exceed your available credit limit, we may process a partial balance transfer up to your available credit limit. A Balance Transfer will be processed by payment drawn on the account and made by us directly to the other credit card issuers or other lenders.
- **Overdraft Protection:** If CEFCU offers you Overdraft Protection from the account and if you have requested and we have approved Overdraft Protection for a Checking Account maintained with CEFCU ("Checking Account") and provided your account is in good standing, you may draw on the account by making an Overdraft Protection funds transfer from the account to the Checking Account in accordance with the CEFCU Deposit Account Agreement and Rate and Fee Schedule. All funds will be transferred in increments of \$100 and will be treated as Cash Advances and will be subject to the terms of this agreement that apply to Cash Advances. You acknowledge and agree that we may refuse an Overdraft Protection funds transfer from the account if the transfer would exceed the credit limit of the account. You further acknowledge and agree that anyone who is authorized to make withdrawals from the Checking Account may access your account through Overdraft Protection and that person will be an authorized user.

#### **Mail, Telephone Or Internet Purchases**

If you incur debt on your account without presentation of your Card (such as for mail or internet orders or telephone Purchases), your obligation to us will be the same as if the Card was used and a sales draft was signed by you.

#### **Authorized Users**

If you allow someone to use your account, that person will be an authorized user. You should think carefully before allowing anyone to become an authorized user because you are allowing that person to use the account as you can. You will remain responsible for the use of your account and each Card issued on your account according to the terms of this agreement. This includes your responsibility for paying all obligations reflecting Purchases and Cash Advances charged to your account by an authorized user.

You may request an additional Card for use by an authorized user on your account. If you do so, this account may appear on the credit report of that authorized user. If you have previously authorized someone to use your Card or Convenience Checks, and have subsequently withdrawn your authorization, you will continue to be liable for all obligations incurred by that person's use of your Card prior to termination of that person's permission to use your account.

You must notify us to terminate an authorized user's permission to use your account. If you notify us, we may close the account and/or issue a new Card or Cards with a different account number.

An authorized user's permission to use your account will be considered terminated when we close the account and/or issue a new Card or Cards with a different account number. You should also recover and destroy any Cards, Convenience Checks or any other means of access to your account from that authorized user.

#### **Not Exceeding Your Credit Limit**

You agree not to incur any obligations in excess of the credit limit of the account authorized for you by CEFCU. The credit limit will be indicated in a separate disclosure document and/or on the cardmailer accompanying your Card and/or on your monthly statement. You may ask for a credit limit increase by calling: 1-800-858-3400 or (309) 633-3400.

If you exceed your credit limit, CEFCU may: (a) require the immediate payment of the amount in excess of the credit limit; (b) charge your account without waiving its right to demand immediate payment of the amount in excess of the credit limit; (c) refuse to permit any Purchases, Balance Transfers or Cash Advances in excess of the credit limit; and (d) reverse any Purchases, Balance Transfers or Cash Advances in excess of the credit limit as a result of the fault of the merchant or person selling the goods or services. This agreement applies to any balance over your credit limit. Subject to applicable law and at our discretion, we may increase, reduce or cancel your credit limit or allow you to exceed your credit limit without giving notice to you. However, if you have asked us not to do so, we will not increase your credit limit. A change to your credit limit will not affect your obligation to pay us. We reserve the right to refuse to honor any use of the Card or Convenience Checks which would cause you to exceed your credit limit.

#### **Transactions In Foreign Currency**

If you use your Card for transactions in a currency other than U.S. Dollars, the transactions will be converted by VISA to U.S. Dollars, using either (1) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or (2) the government-mandated rate in effect for the applicable central processing date. The currency conversion rate for the applicable central processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to your account. If a credit is subsequently given for a transaction and has a different central processing date, then the exchange rate of the credit may be greater or less than that of the original transaction. You agree to accept the converted amount in U.S. Dollars.

#### **Refusal To Authorize Transactions**

We may, but are not required to, decline a transaction on your account because of operational considerations, because your account is in default, to protect against potential fraudulent or unlawful activity, or in our discretion, for any other reason.

Should a transaction on your account be declined either by us or a third party, even if you have sufficient credit available, we will not be responsible for any losses that may result. For online transactions, we may require that you register your account with the "Verified by Visa" authorization system or such other authorization system as we may direct to protect you and us. We will notify you if we want you to register. If you do not register, we may not be able to honor your online transactions.

**Loss, Theft Or Unauthorized Use**

You will inform us immediately by telephone and in writing about any actual or suspected loss, theft or unauthorized use of your Card, account number, PIN or Convenience Checks. Notify us in writing at CEFCU, P.O. Box 1715, Peoria, Illinois 61656-1715 and by phone at (800) 633-7077 or (309) 633-7000, of the loss, theft or possible unauthorized use. You agree that we will consider that all transactions have been authorized by you until you advise us otherwise.

If your Card is lost or stolen, you will not be liable for unauthorized use of your Card. However, you must identify for us the unauthorized charges from which you received no benefit. We may ask for your assistance with our investigation by providing us information in writing to help us find out what happened.

**Keep Your PIN Confidential**

You agree to keep your PIN confidential and separate from your Card at all times.

**Ownership Of Card**

You agree that the Card remains the property of CEFCU and will be surrendered to CEFCU on demand; and, that you do not have the right to assign or transfer your rights and obligations under this agreement, your account or any Cards to anyone else.

**Observing Your Card's Expiration Date**

If your Card contains an expiration date, you agree not to use it or any Convenience Checks after such expiration date. If they are used, you agree to pay any debts that are incurred.

**ATMs**

The availability of ATM services and the Cash Advance amount you can withdraw each day may vary from time to time and without prior notice to you. We are not liable if ATM services are not available or for any loss or damage you may suffer because of your use of an ATM.

**PAYMENTS****Providing You With Account Statements**

We will send you a monthly account statement if there have been transactions during the last month or if you owe us any money on the account. The number of days covered by each account statement may vary (normally between 28 and 33 days) as a result of several factors, including holidays, weekends and the different number of business days in each month. We will send account statements only to the primary cardholder at the most current statement mailing address that we have on file. The statement shall be conclusively deemed correct and accepted by you unless CEFCU receives a proper written notification of a billing error within 60 days of the first mailing or delivery to you of the monthly statement on which the disputed item(s) or amount(s) is/are reflected.

**Repaying Your Obligations**

When you access your account in a manner that we permit, or when you authorize others to use it, you will incur an obligation. You agree to pay all obligations reflecting Purchases, Balance Transfers and Cash Advances charged to your account because of authorized use of the Card by you and/or any person authorized by you to use the same upon presentment of such obligations to CEFCU. The primary cardholder agrees that, whether or not the other cardholder(s) is/are a member of CEFCU and whether or not the other cardholder(s)' Card(s) has/have a separate number and/or is/are embossed with the other cardholder(s)' name, he or she is primarily liable for paying all obligations reflecting Purchases, Balance Transfers and Cash Advances charged to the account. We will add a Finance Charge, fees and other applicable charges to your obligations and these amounts will form part of your obligations. You agree to pay CEFCU for all such obligations, at such place as CEFCU designates, with applicable interest charges and any Fees that may be due, in accordance with billings and the current Extended Payment Schedule. Interest charges shall continue to accrue until the principal balance is paid in full.

**Keeping Your Account In Good Standing**

When you incur obligations on your account, we will send you an account statement which will indicate the payment due date. If you do not repay your obligations in full by the payment due date, you agree to make the minimum monthly payment which we will indicate on your account statement. A Minimum Payment will appear on your account statement and payment of not less than the amount thereof must be made within 25 days after the Statement Date. The Minimum Payment will be the sum of (i) the amount determined in accordance with the following Extended Payment Schedule (Preliminary Minimum Payment), (ii) any amount past due, and (iii) any amount by which your New Balance exceeds your authorized credit limit. Extended Payment Schedule: If the New Balance is \$10.00 or less, the Preliminary Minimum Payment will be the New Balance in full. If the New Balance is more than \$10.00, the Preliminary Minimum Payment will be 3% of the New Balance, or \$10.00, whichever is greater. Any past due or over credit limit amount must be paid as soon as you receive your account statement. We may allow you, from time to time, to omit a monthly payment and we will notify you in writing when this option is available. If you choose to exercise this option, interest charges will continue to accrue.

**Applying Your Payments**

Your payment will be applied in a manner we determine. Subject to applicable law, we will apply your payment amounts in excess of your minimum payment (to the extent sufficient) to pay balances with higher interest charges before applying it to balances with lower interest charges. Subject to applicable law, we may adjust from time to time the date we use to determine the applicable interest rates and balances for applying your payment amounts in excess of your minimum payment. Notwithstanding the foregoing, if a balance on your account is subject to deferred interest or a similar program under which you are not obligated to pay interest on that balance if you pay that balance in full within a specified period, we will apply your payment amounts in excess of your minimum payment during the two billing cycles immediately preceding the expiration of that specified period (to the extent sufficient) to pay that balance. Subject to applicable law, we reserve the right to change the order in which we apply payments. The sooner you pay the New Balance, the less you will pay in interest charges.

**Acceptance Of Late Or Partial Payments**

We may delay enforcing our rights under this agreement and may accept late payments, partial payments and payments marked as "paid in full" or containing similar wording without losing any rights that we have under this agreement or by law, including the right to recover in full all amounts that you owe to us on your account.

### **Skip Payment Option**

We may, at our option, allow you to skip a payment from time to time. You will be notified in advance of when this option is available to you. You may continue to make regular payments as determined in this agreement and/or additional payments if you wish and you will reduce the amount of interest charges that you will have to pay if you do so. If you exercise the skip payment option when it is made available to you, you will not be charged a Late Fee for those payments skipped. However, if you exercise the skip payment option when it is made available to you, interest charges and insurance premiums, if any, will continue to accrue on the entire unpaid balance of your account during that skip payment period in accordance with this agreement. The statement sent to you immediately following the skip payment period will indicate the Minimum Payment due. At that time, your Minimum Payments will return to the amount computed in accordance with the terms of this agreement and be due on the due dates as specified in this agreement.

### **Applying Credit Receipts**

If you use your Card or Convenience Checks for a transaction which is subsequently cancelled and you are given a credit receipt, we will credit your account by the amount shown on the credit receipt within three (3) business days after our receipt of the credit transaction. The credit will be processed as of the posting date, not the transaction date for purposes of the Average Daily Balance calculation.

### **Credit Balances**

You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges or fees billed to your account. We will not pay you interest on any credit balances. If your account has a credit balance for four (4) or more consecutive statements we may refund the credit balance to your Savings account with us.

### **Right To Offset**

If you have more than one account with us, and if any one of your accounts is not in good standing, you agree that we may offset your credit balance against the balance of the account which is not in good standing.

### **Pre-Authorized Debits**

You may authorize a third party to automatically charge your account for repeat transactions by way of a pre-authorized debit (for example, monthly utility charges, memberships and insurance premiums). If pre-authorized debits are stopped for any reason (including because your account is closed or suspended for any reason) or your account number changes, you are responsible for notifying the biller and paying these charges directly. If your account number changes, we may, but are not required to, pay from your new account number charges that you authorized to be billed to your old account number.

### **Promotions**

From time to time we may offer special terms for your account. If we do, we will notify you about the terms of the offer and how long they will be in effect. Any promotion is subject to the terms of this agreement, as modified by the promotional offer.

### **Making Payments**

#### **Payment can be made by you by the following methods:**

- Payment by mail or in person at any CEFCU office. If you pay by mail or in person at a CEFCU office, your payment must be accompanied by the specified detachable portion of your statement or a separate writing setting forth your name and correct VISA Account Number.
- Payment by automatic transfer from your CEFCU Savings or Checking Account in accordance with your written authorization executed by you either pursuant to CEFCU's VISA Automatic Transfer/Payment Program (the "VISA ATP Program") or using CEFCU's standard Authorization/Cancellation of Automatic Transfers Form (the "ALC Program"). If you have authorized payment through the VISA ATP Program, then the amount you have specified in the VISA ATP Program, whether (a) the Minimum Payment, (b) a Fixed Monthly Amount, or (c) the New Balance in full, will, subject to the availability of sufficient funds in your designated Savings or Checking Account, be transferred in accordance with the VISA ATP Program on the next succeeding transfer date specified in your VISA ATP Program authorization unless (i) the statement shows an account balance of zero dollars and no payment due or (ii) you make written request to CEFCU not less than three (3) Business Days prior to the scheduled date of the transfer. If you have authorized payment through the ALC Program, then the amount you have specified in the ALC Program transfer authorization will, subject to the availability of sufficient funds in your designated Savings or Checking Account, be transferred in accordance with the ALC Program transfer authorization unless you make written request to CEFCU not less than three (3) Business Days prior to the scheduled date of transfer. If the amount transferred in accordance with the VISA ATP Program or your ALC Program transfer authorization is less than the Minimum Payment, you agree to pay the balance of the Minimum Payment. You acknowledge that the VISA ATP Program and the ALC Program are offered as a convenience to CEFCU members and each is optional. If you have executed a VISA Automatic Transfer/Payment Program request or an ALC Program transfer authorization, you have authorized and directed CEFCU to make transfers in accordance with that request. It is understood that if you have executed a VISA ATP Program request or an ALC Program transfer authorization, unless your participation in either Program has been terminated in accordance with the terms of that Program, the request or authorization will remain in full force and effect until you cancel the request or authorization by written notice to CEFCU at least three (3) Business Days prior to the next scheduled transfer date.
- Payment by automated means using CEFCU's Money Center 24<sup>®</sup> ATM network, Fast Track Teller, CEFCU On-Line<sup>®</sup> or Touch-Tone Teller Programs.
- Payment by transfer you authorize CEFCU to make from your Savings or Checking Account pursuant to a telephone request you make for a specific transfer by calling 1-800-633-7077 or (309) 633-7000.
- Payment by tele-entry transaction (ACH transfer from an account at another institution).
- Payment by your online debit from your account at another institution.
- Payment by Auto Pay debit to your Savings or Checking Account at another financial institution each month on the Payment Due Date for: (i) the current month's Minimum Payment due; (ii) the full Balance; or, (iii) a fixed payment amount. If you select this Auto Pay option, there is an additional Auto Pay service authorization form that you will need to request, sign and return to us before we can process payments automatically. If you select this Auto Pay option, you agree to pay CEFCU's applicable Auto Pay fee, if any. You may notify us in accordance with the terms of this form if you wish to revoke your authorization for Auto Pay.

## Crediting Payments

A payment made by mail, by telephone transfer or electronic means will, if received by 5:00 p.m. Central Time, be credited to your account as of the calendar day it is received, and will, if received after 5:00 p.m. Central Time, be credited to your account on the next calendar day; a payment made in person at a CEFCU office, will, if made by the later of 5:00 p.m. Central Time, or the close of business of that office, be credited to your account on the calendar day made, and will, if made after the later of 5:00 p.m. Central Time, or the close of business of that office, be credited to your account on the next calendar day; a payment made using the VISA ATP Program or the ALC Program will be credited to your account on the date of the transfer; a payment made by automated means using CEFCU's Money Center 24 ATM network, Fast Track Teller, CEFCU On-Line or Touch-Tone Teller Programs by 5:00 p.m. Central Time will be credited to your account on the transaction date, and if after 5:00 p.m. Central Time will be credited to your account on the next calendar day; and, a payment made by Auto Pay or tele-entry transaction (ACH transfer from an account at another institution) will be credited to your account on the date CEFCU receives the transfer. A payment made by mail at an address other than the address specified in your periodic statement and/or payment made in any other manner than stated above may result in a delay in crediting your account, but in no event more than five (5) days from the date of receipt, and may subject you to additional interest charges and Late Payment Fees. A payment made by mail, in person at a CEFCU office, by telephone transfer, by using CEFCU's Money Center 24 ATM network, Fast Track Teller, CEFCU On-Line Program, Touch-Tone Teller Program, tele-entry transaction (ACH transfer from an account at another institution) or by Auto Pay that is made by 5:00 p.m. Central Time Monday through Friday will not result in an increase to your available credit until the first Business Day after the date your payment is credited to your account. A payment made by mail, in person at a CEFCU office, by telephone transfer, or by using CEFCU's Money Center 24 ATM network, Fast Track Teller, CEFCU On-Line or Touch-Tone Teller Programs after 5:00 p.m. Central Time or on Saturday or Sunday and a Payment made to your account using the VISA ATP Program or the ALC Program, tele-entry transaction (ACH transfer from an account at another institution), or by Auto Pay will not result in an increase to your available credit until the second Business Day after the date your payment is credited to your account. For purposes of this paragraph, Business Day means Monday through Friday (except for days our offices are not open and except for Christmas Eve Day); and, by mail means by first class mail postage prepaid addressed to CEFCU at the address specified in your periodic statement. You may prepay your New Balance in full without penalty. The closing date of the billing cycle is referred to as the "Statement Date" and will be specified on your statement. All Payments, Credits, Cash Advances, and Purchases made after the Statement Date will appear on your next statement.

## INTEREST CHARGES

### The Conditions Under Which Interest Charges Will be Imposed

Cash Advances/Convenience Checks. We will begin charging interest on Cash Advances on the transaction date, unless the Cash Advance transaction is not posted to your account until a date in a billing cycle beginning after the billing cycle in which the Cash Advance transaction occurred, and, in that event, interest will be imposed from the first day of the billing cycle in which the Cash Advance transaction is posted to your account, and will continue until the date Payment is received by CEFCU. Any Cash Advance you obtain on your account and any transaction by which you purchase items that are directly convertible to cash will constitute Cash Advances. Examples of such transactions are the purchase of money orders, wire transfer money orders, casino gaming chips, opening deposits, travelers checks, Visa Travel Money Cards and foreign currency. Unless otherwise provided in a written notice from CEFCU to you sent with the convenience check on or after November 30, 2009, all Convenience Check transactions are considered Cash Advances. There is no time period within which to avoid this interest charge.

Purchases and Balance Transfers. Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases and Balance Transfers if you pay your entire balance by the due date each month. If you do not pay your entire balance by the due date, interest will be imposed from the date the Purchase or Balance Transfer transaction occurs, unless the Purchase or Balance Transfer transaction is not posted to your account until a later billing cycle in which event interest on that Purchase or Balance Transfer will be imposed from the first day of the billing cycle in which it is posted to your account, and will continue until the date payment is received by CEFCU. Interest charge will also be imposed on Purchases and Balance Transfers included in the New Balance when the New Balance is not paid in full within 25 days after the Statement Date.

### The Method Of Determining The Balance Subject To Interest Rate

Interest charge will be imposed on the "Average Daily Balance" of Cash Advances, the "Average Daily Balance" of Balance Transfers and the "Average Daily Balance" of Purchases on your account, including current transactions (those occurring since your last billing statement). We figure the interest charge on your account by applying the periodic rate to the "Average Daily Balance" of your account (including current transactions). To get the "Average Daily Balance" for Purchases, for Balance Transfers and for Cash Advances, separately, we take the beginning balance of Purchases, the beginning balance of Balance Transfers and the beginning balance of Cash Advances on your account each day, add any new Purchases occurring on that day, any new Balance Transfers occurring on that day, and any new Cash Advances occurring that day, and subtract any Payments, Credits, unpaid interest charges, and any unpaid Fees. In determining the balance of Purchases on your account each day, any Purchase that occurred in a prior billing cycle but was not posted to your account until a subsequent billing cycle will be included in the Purchases balance starting with the first day of the billing cycle in which that Purchase is posted to your account. In determining the balance of Balance Transfers on your account each day, any Balance Transfer that occurred in a prior billing cycle but was not posted to your account until a subsequent billing cycle will be included in the Balance Transfers balance starting with the first day of the billing cycle in which that Balance Transfer is posted to your account. In determining the balance of Cash Advances on your account, any Cash Advance that occurred in a prior billing cycle but was not posted to your account until a subsequent billing cycle will be included in the Cash Advances balance starting with the first day of the billing cycle in which that Cash Advance was posted to your account. For any special promotional offers then in effect, we figure the portion of the interest charge on your account attributable to the special promotional offer by applying the periodic rate for the special promotional offer to the "Average Daily Balance" of the special promotional offer. To get the "Average Daily Balance" for any special promotional offer we take the beginning balance for the special promotional offer on each day, add any new special promotional offer transactions occurring that day, and subtract any payment or credit applied to the special promotional offer on that day. In determining the balance of any special promotional offer on each day, any special promotional offer transaction that occurred in a prior billing cycle but was not posted to your account until a subsequent billing cycle will be included in the special promotional offer balance starting with the first day of the billing cycle in which that special promotional offer transaction was posted to your account. This gives us the daily balance for Purchases, the daily balance for Balance Transfers, the daily balance for Cash Advances (credit balances are considered to be \$0) and the daily balance for special promotional offers. Then, all the daily balances for the billing cycle are added separately for Purchases, for Balance Transfers, for Cash Advances and for special promotional offers and each is divided by the total number of days in the billing cycle. This gives us the "Average Daily Balance" for Purchases, Balance Transfers, Cash Advances and special promotional offers for the billing cycle. When the same Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applies to more than one type of transaction, a single computation for the types of transaction with the same Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** will be made.

### The Method Of Determining The Amount Of The Interest Charge

**Interest charge** will be computed separately for Purchases, Balance Transfers and for Cash Advances by applying the Monthly Periodic Rate for Purchases to the "Average Daily Balance" of Purchases, the Monthly Periodic Rate for Balance Transfers to the "Average Daily Balance" of Balance Transfers and the Monthly Periodic Rate for Cash Advances to the "Average Daily Balance" of Cash Advances. The Monthly Periodic Rate will be a

**VARIABLE PERIODIC RATE.** The VARIABLE PERIODIC RATE is determined in part by the "Prime Rate" and in part by a "Margin". The "Prime Rate" means the "Prime Rate" as published under "Money Rates" in *The Wall Street Journal* on the computation dates. The computation dates will be December 1, March 1, June 1, and September 1 (or if such dates do not fall on a Business Day, the first publication day thereafter). The "Margin" means certain percentage points. The "Margin" will differ for Purchases, for Balance Transfers and for Cash Advances and are based on your creditworthiness. The initial Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** for Purchases, the initial Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** for Balance Transfers, and the initial Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** for Cash Advances for your account and the "Margin" for Purchases, the "Margin" for Balance Transfers, and the "Margin" for Cash Advances for your account are disclosed in the Account-Opening Disclosure Statement accompanying this agreement which is incorporated by reference and made a part of this agreement by this reference thereto. That "Margin" for Purchases, that "Margin" for Balance Transfers and that "Margin" for Cash Advances will apply to your account on each computation date thereafter. The VARIABLE PERIODIC RATE for Purchases will be revised quarterly on the computation dates and will be the sum of the "Prime Rate" on each computation date plus the "Margin" for Purchases. The VARIABLE PERIODIC RATE for Balance Transfers will be revised quarterly on the computation dates and will be the sum of the "Prime Rate" on each computation date plus the "Margin" for Balance Transfers. The VARIABLE PERIODIC RATE for Cash Advances will be revised quarterly on the computation dates and will be the sum of the "Prime Rate" on each computation date plus the "Margin" for Cash Advances. The Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** current as of each monthly account statement and the "Margin" for Purchases, the "Margin" for Balance Transfers and the "Margin" for Cash Advances are disclosed on your monthly account statement. An increase in the Prime Rate may result in an increase in the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** for your account. A decrease in the Prime Rate may result in a decrease in the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** for your account. If a change in the Prime Rate occurs on a computation date, the new VARIABLE PERIODIC RATES will apply to the "Average Daily Balance" of Purchases, to the "Average Daily Balance" of Balance Transfers and to the "Average Daily Balance" of Cash Advances as calculated on your statement billed on or after the first day of the quarter following the computation date. For purposes of this agreement, the quarters begin on the first day of January, April, July and October. The VARIABLE PERIODIC RATES are divided by 12 to determine the "Monthly Periodic Rate".

If the Monthly Periodic Rate increases, you will pay more in **interest** charges than had it not increased and both the number of minimum monthly payments required to pay the account balance and the amount of each minimum monthly payment may increase. The Monthly Periodic Rate for Purchases, for Balance Transfers and for Cash Advances will never be greater than the lesser of (1) **2.49917%** (corresponding **ANNUAL PERCENTAGE RATE** is **29.99%**) or (2) the maximum rate permitted by applicable law.

#### **MINIMUM INTEREST CHARGE**

If interest charges are being added to your account, but the total of such interest charges for Purchases, Balance Transfers and Cash Advances is less than \$.50, we assess a minimum interest charge of \$.50. If more than one type of transaction is assessed an interest charge, we add the minimum interest charge to any such transaction at our discretion.

#### **INCREASED PENALTY ANNUAL PERCENTAGE RATE**

If you fail to make a payment equal to or greater than the Minimum Payment due on your statement within sixty (60) days after the Payment Due Date for that payment, the **ANNUAL PERCENTAGE RATE** for Purchases will be computed by adding 17.75% to the "Prime Rate" if you have a Platinum Credit Card and 18.75% to the "Prime Rate" if you have a Platinum Rewards Credit Card, the **ANNUAL PERCENTAGE RATE** for Balance Transfers will be computed by adding 17.75% to the "Prime Rate" if you have a Platinum Credit Card and 18.75% to the "Prime Rate" if you have a Platinum Rewards Credit Card, and the **ANNUAL PERCENTAGE RATE** for Cash Advances will be computed by adding 20.75% to the "Prime Rate" if you have a Platinum credit card and 21.75% to the "Prime Rate" if you have a Platinum Rewards Credit Card and will be effective on the "effective date." The "effective date" will be 45-60 days after you are provided written notice sent after the Minimum Payment is more than 60 days late. These **ANNUAL PERCENTAGE RATES** will terminate not later than six (6) months after the "effective date" if you make the Minimum Payment due on your monthly statements on or before the Payment Due Dates during that period. If you do not make the Minimum Payments due on your monthly statements on or before the Payment Due Dates during that period, these **ANNUAL PERCENTAGE RATES** will remain in effect until you have made six (6) consecutive payments equal to or greater than the Minimum Payment due on your monthly statements on or before the Payment Due Dates on your monthly statements. After the rates are no longer in effect, the Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATES** will be changed to the then applicable rates as determined by this Agreement. The increased penalty Monthly Periodic Rate for Purchases, the increased penalty Monthly Periodic Rate for Balance Transfers and the increased penalty Monthly Periodic Rate for Cash Advances will never be greater than the lesser of (1) **2.49917%** (corresponding **ANNUAL PERCENTAGE RATE** is **29.99%**) or (2) the maximum rate permitted by applicable law.

#### **ACCOUNT FEES**

##### **Late Payment Fee**

You agree to pay CEFCU a Late Payment Fee of the lesser of \$25.00 or the amount of the Minimum Payment due immediately prior to the assessment of the Late Payment Fee if a Payment equal to or greater than the Minimum Payment due on your monthly statement is not made on or before the Statement Date following the Payment Due Date on your monthly statement. Only one Late Payment Fee will be imposed for any one overdue payment.

##### **Foreign Transaction Fee**

If you use your Card for an international transaction which is defined as a transaction where the country in which the transaction was completed i.e., location of the merchant, is other than the United States, Puerto Rico and the U.S. Virgin Islands even if the transaction currency is the U.S. Dollar, you agree to pay CEFCU a Foreign Transaction Fee ("FTF") of 1% of the amount of each transaction. The FTF will apply to all international purchases, credit vouchers, and Cash Advances and reversal transactions, is a **Finance Charge**, and is included in the Daily Balance of Purchases when posted to your account.

##### **Copy Request Fee**

You agree to pay CEFCU a fee of \$2.00 for each copy of a monthly statement, a sales draft, a Cash Advance receipt, or a Convenience Check you request unaccompanied by an allegation of error.

##### **Returned Convenience Check Fee**

You agree to pay CEFCU a fee of the lesser of \$25.00 or the amount of the Convenience Check for each Convenience Check presented to CEFCU for payment which CEFCU does not pay.

**Returned Payment Check Fee**

You agree to pay CEFCU a fee of the lesser of \$25.00 or the amount of the Minimum Payment due immediately prior to the date on which the payment is returned to us for each payment you present to CEFCU by personal check, to make a payment on your account that is returned unpaid.

**ACH Returned Payment Fee**

You agree to pay CEFCU a fee of the lesser of \$25.00 or the amount of the Minimum Payment due immediately prior to the date on which the payment is returned to us for each payment made on your account by ACH transfer from an account at another institution or other electronic means originated by you that is returned unpaid.

**Convenience Check Stop Payment Fee**

You agree to pay CEFCU a fee of the lesser of \$25.00 or the amount of the Convenience Check for each Convenience Check on which you stop payment.

**Balance Transfer Stop Payment Fee**

You agree to pay CEFCU a fee of the lesser of \$25.00 or the amount of the Balance Transfer payment for each Balance Transfer payment drawn on your account at your request on which you stop payment.

**ACH Origination Tel-Entry Return Fee**

You agree to pay CEFCU a fee of the lesser of \$25.00 or the amount of the Minimum Payment due immediately prior to the date on which the payment is returned to us for each ACH origination Tel-Entry (ACH transfer from an account at another financial institution) to make a payment on your account that is returned unpaid.

**Auto Pay Return Fee**

You agree to pay CEFCU a fee of the lesser of \$25.00 or the amount of the Minimum Payment due immediately prior to the date on which the payment is returned to us for each debit to your Savings or Checking account at another financial institution to make a payment on your account that is returned unpaid.

**DEFAULT/COLLECTION**

We may close your account and require you to return your Card and to pay your total obligations immediately and without prior notice if CEFCU is served with any garnishment, attachment, execution or other process is issued against you, or in the event of your death, insolvency or bankruptcy; or if you fail to honor any term of this agreement, including failing to make any payment when it is due or using the Card or account for an illegal purpose or transaction. If we require the services of a third party to collect the obligations you owe to us, or to retrieve the Card or Convenience Checks from you, we may add the cost of these services to your obligations and you agree that you will pay us all of these costs relating to the collection or retrieval which we may incur, including reasonable attorneys' fees and legal expenses. Interest charges shall continue to accrue until the principal balance is paid in full.

**CLOSING YOUR ACCOUNT**

You can cancel this agreement and close your account at any time by advising us in writing. Except as otherwise prohibited by law, we also may withdraw your rights with respect to the account for any reason, at any time, without notice to you. If you cancel this agreement or if we withdraw your rights, we may require you to immediately pay all obligations and destroy the Card and any Convenience Checks or other means to access your account or return them to us upon request. You will continue to be responsible for charges to your account even if they are made or processed after you cancel this agreement or we withdraw your rights. Until you pay us the obligations in full, this agreement will remain in effect.

**NOTICES/CHANGES OF INFORMATION RELATING TO YOU**

We will send Cards, account statements and other notices to you at the most current mailing address shown in our files. If you change your name, address or other information that we may need to keep our records up to date, you will promptly tell us in writing, or by any other means which we may permit.

**CHANGING THIS AGREEMENT**

We may change this agreement at any time. The Amendment may change the Annual Percentage Rate or other terms of this agreement and can, to the extent the law permits, and indicated in the notice to you, apply to all outstanding unpaid indebtedness and to any future transactions on your account. Notice of an Amendment will, except as otherwise required by law, be given to you at least fifteen (15) calendar days before the effective date of the amendment. Notice of the Amendment may, except as otherwise required by law, be given in *The Teller*, or other similar, regular member communication sent to you, by notice in any flyer sent to you, whether individually or with monthly statements, by including same on any monthly statement sent to you or by any combination of the foregoing.

**TELEPHONE MONITORING AND RECORDING**

We, and if applicable, our agents, may listen to and record your telephone calls with us for our mutual protection and to confirm our discussions and agreements with you. You agree that we, and if applicable, our agents, may do so, whether you or we initiate the telephone call.

**CEFCU CURewards™ PROGRAM**

If you enroll in the CEFCU CURewards™ Program ("Program") and are issued a Platinum Rewards Credit Card, your Card allows you to earn points which can be redeemed for merchandise, travel opportunities and other rewards. The CEFCU Visa Platinum Rewards Guide ("Guide") contains the Program rules and conditions of your participation in the Program. The Program and Guide are subject to change from time to time, without notice to you. The current Guide is available at any CEFCU Member Center, or can be requested by contacting CEFCU.

**QUESTIONS OR CONCERNS ABOUT YOUR ACCOUNT**

If you have a question or concern about your account, please contact us by telephone toll-free at:

**1-800-633-7077 or (309) 633-7000**

## YOUR PERSONAL INFORMATION

You agree that CEFUCU may release personal data and information concerning you to VISA U.S.A., the members of VISA U.S.A., or their respective contractors for the purpose of providing Emergency Cash and Emergency Card replacement services and to credit reporting agencies, to the extent not otherwise prohibited by Federal or State law.

You agree that CEFUCU may release personal data and information concerning you, your account and transactions on your account to its contractors and/or service providers as necessary to effect, administer or enforce a transaction on your account that you requested or authorized and/or in connection with maintaining or servicing your account and/or to the extent permitted or required by Federal or State law.

## ENFORCING THIS AGREEMENT

We can delay enforcing or not enforce any of our rights under this agreement without losing our right to enforce them in the future. If any of the terms of this agreement are found to be unenforceable, all other terms will remain in full force.

## ASSIGNMENT

We may transfer any or all of our rights under this agreement, by way of assignment, sale or otherwise. If we do, we may disclose your personal information and other information concerning your account to anyone to whom we transfer our rights. You consent to us sharing your personal information in this manner.

## GOVERNING LAW

This agreement is made in Peoria, Illinois and will be governed by and interpreted in accordance with the laws of the State of Illinois and the Federal laws applicable therein, without regard to conflict of laws provisions. You agree that Peoria, Illinois is the appropriate jurisdiction for all actions brought by you or by us in respect to this agreement and the relationship contemplated herein. You also agree that it is appropriate for us to commence an action in Peoria, Illinois in respect of the recovery of amounts due pursuant to this agreement.

## YOUR BILLING RIGHTS

### Keep This Notice For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### *What To Do If You Find A Mistake On Your Statement*

If you think there is an error on your statement, write to us at:

CEFUCU  
P.O. Box 1715  
Peoria, IL 61656-1715

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. Your written notice of a billing error must be submitted on something other than your payment coupon. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### *What Will Happen After We Receive Your Letter*

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct. While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.



If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

#### *Your Rights If You Are Dissatisfied With Your Credit Card Purchases*

If you are dissatisfied with the goods or services that you have purchased with your Credit Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Credit Card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

CEFCU  
P.O. Box 1715  
Peoria, IL 61656-1715

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

#### **HELP US DO OUR BEST TO PREVENT CREDIT CARD CRIME**

Report your lost or stolen Visa cards to us immediately, call 1-800-633-7077 or (309) 633-7000. Please call or stop by a CEFCU Member Center to report any unauthorized use. If you cannot do either, write to:

CEFCU  
P.O. Box 1715  
Peoria, IL 61656-1715

**Please Retain This Copy of Your Agreement For Future Reference.**

#### **SPECIAL RULES FOR CALIFORNIA RESIDENTS**

If you are a California resident, our right to recover any credit extended through the use of your Credit Card in making purchases from a retailer is subject to good faith defenses which you have properly asserted as a buyer under California law against the retailer from whom you made the purchases if: (a) the purchase price of the item as to which a defense is asserted exceeds \$50.00; (b) the purchase was made within the State of California; (c) you have made a written demand upon the retailer with respect to the purchase and attempted in good faith to obtain reasonable satisfaction from the retailer, and (d) you give us written notice specifying the retailer, the date of purchase, the purchase price, the goods or services purchased, the nature of your defense with respect to the transaction, as well as the action which you have taken in attempting to obtain satisfaction from the retailer.

## PLATINUM REWARDS VISA Pricing Information Addendum

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	Prime Rate plus <b>6.25, 7.25, 11.75, 13.75, or 15.75</b> percentage points based on your creditworthiness. <sup>1</sup>
APR for Balance Transfers	Prime Rate plus <b>6.25, 7.25, 11.75, 13.75, or 15.75</b> percentage points based on your creditworthiness. <sup>1</sup>
APR for Cash Advances	Prime Rate plus <b>9.25, 10.25, 14.75, 16.75, or 18.75</b> percentage points based on your creditworthiness. <sup>1</sup>
Penalty APR and When it Applies	<p>Prime Rate plus <b>18.75%</b> for Purchases and Balance Transfers.  Prime Rate plus <b>21.75%</b> for Cash Advances.  These APRs will vary with the market based on the Prime Rate.  These APRs may be applied to your account if you make a late payment.</p> <p><b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for this reason, the Penalty APRs will apply until you make six consecutive minimum payments when due.</p>
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases and Balance Transfers if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$.50.

Fees	
Annual Fee	None
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Cash Advance</li> <li>Foreign Transaction</li> </ul>	<p><b>\$1</b> for each advance obtained at a non-Money Center 24 ATM</p> <p><b>1%</b> of each Purchase in U.S. Dollars</p> <p><b>1%</b> of each Cash Advance in U.S. Dollars if not obtained at an ATM. (This fee is in addition to other applicable fees such as Cash Advance fees.)</p> <p><b>2%</b> of each Cash Advance in U.S. Dollars if obtained at an ATM. (This fee is in addition to other applicable fees such as Cash Advance fees.)</p>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Late Payment</li> <li>Returned Payment</li> </ul>	<p>Up to <b>\$25</b></p> <p>Up to <b>\$25</b></p>

**<sup>1</sup>Variable Rate Information:** The Annual Percentage Rate is a VARIABLE RATE and is determined in part by the "Prime Rate" and in part by a "Margin". The "Prime Rate" means the "Prime Rate" as published under "Money Rates" in *The Wall Street Journal* on the computation dates. The computation dates will be December 1, March 1, June 1, and September 1 (or if such dates do not fall on a Business Day, the first publication day thereafter). The "Margin" means certain percentage points. The "Margin" will differ for Purchases, for Balance Transfers and for Cash Advances and are based on your creditworthiness.

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including current transactions)." See your account agreement for more details.

**How We Will Calculate Your Interest Charges:** Interest charges will be computed separately for Purchases, Balance Transfers and Cash Advances by applying the Monthly Periodic Rate for Purchases to the "Average Daily Balance" of Purchases, the Monthly Periodic Rate for Balance Transfers to the "Average Daily Balance" of Balance Transfers and the Monthly Periodic Rate for Cash Advances to the "Average Daily Balance" of Cash Advances.